

UNITED STATES DISTRICT COURT
for the
Eastern District of Michigan

United States of America

v.

BRYCE CATO

Case: 2:22-mj-30021
Case No. Judge: Unassigned,
Filed: 01-13-2022 At 03:43 PM
USA v. SEALED MATTER (CMP)(MLW)

CRIMINAL COMPLAINT

I, the complainant in this case, state that the following is true to the best of my knowledge and belief.

On or about the date(s) of August 2, 2021 - October 13, 2021 in the county of Oakland in the
Eastern District of Michigan, the defendant(s) violated:

*Code Section**Offense Description*

18 U.S.C. § 922(a)(6)
18 U.S.C. § 922(j)

Providing a false statement in order to acquire a firearm
Receipt of a stolen firearm

This criminal complaint is based on these facts:
SEE ATTACHED AFFIDAVIT

☒ Continued on the attached sheet.

Sworn to before me and signed in my presence
and/or by reliable electronic means.

Date: January 13, 2022

City and state: Detroit, Michigan


Complainant's signature

Special Agent Kara M. Klupacs, ATF
Printed name and title


Judge's signature

Hon. Anthony P. Patti, U.S. Magistrate Judge
Printed name and title

AFFIDAVIT

I, Kara Klupacs, being first duly sworn, hereby depose and state the following:

I. INTRODUCTION

1. I am a Special Agent with the Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF), and have been so employed since March 2018. I am currently assigned to the Detroit Field Division Group 2. I graduated from the Federal Law Enforcement Training Center and ATF Special Agent Basic Training. Prior to becoming a Special Agent, I served eight years as a federal law enforcement officer. I served as a United States Customs and Border Protection Officer out of the Port of Detroit and as a United States Secret Service Uniformed Division Officer in Washington, D.C. During my employment with ATF, I have conducted and/or participated in dozens of criminal investigations that involved the possession and use of firearms, armed drug trafficking, and criminal street gangs, among other state and federal offenses.

2. I based this affidavit on my personal knowledge, including interviews conducted by myself and/or other law enforcement agents, communications with others who had personal knowledge of the events and circumstances described herein, and information gained through my training and experience. The information outlined below is for the limited purpose of establishing probable

cause and does not contain all facts known to law enforcement regarding this investigation.

3. On October 7, 2021, Bryce CATO ordered a firearm online from a gun store in Ohio. He purchased the Subject Firearm with a credit card. The Subject Firearm was then shipped from Ohio to the Eastern District of Michigan. On October 13, 2021, CATO picked up the shipped firearm from a Michigan FFL. At that time, CATO filled out an ATF Form 4473 declaring that he was the actual transferee/buyer of the firearm when, consistent with past firearm transactions, he was not the actual purchaser of the firearm. After CATO received the firearm the Michigan FFL, the Ohio FFL received a notification of a charge back for fraud regarding the purchase of the Subject Firearm. The FFL then discovered that CATO used a stolen credit card number to purchase the firearm.

4. Probable cause exists that, on or about October 13, 2021, CATO received and disposed of the stolen Subject Firearm, knowing or having reasonable cause to believe that the firearm was stolen, knowing it had been acquired with another person's credit card, dishonestly, without legal right, and without intending to return it, in violation of 18 U.S.C. § 922(j).

5. Probable cause also exists that, on or about October 13, 2021, CATO knowingly made a false statement during the acquisition of the Subject Firearm from a federal firearms licensee, in violation of 18 U.S.C. § 922(a)(6).

II. PROBABLE CAUSE

6. In November 2021, the ATF Crime Gun Enforcement Team (CGET) discovered that between August and November of 2021, Bryce CATO purchased nine firearms. Three of the firearms were recovered by the Oakland County Sheriff's Office (OCSO) after they responded to various shooting incidents. The following information pertains to the three recovered firearms:

- a. On August 2, 2021, CATO purchased a Masterpiece Arms model MPA30T (Firearm 1) that was used in a shooting eight days later. OCSO recovered Firearm 1 thirty-two days after it was purchased. The firearm was recovered from someone other than CATO;
- b. On August 23, 2021, CATO purchased a Glock model 23 (Firearm 5) that was used in a shooting on the same day. The OCSO recovered Firearm 5 twelve days after it was purchased. The firearm was recovered from someone other than CATO; and
- c. On September 7, 2021, CATO purchased a Century Arms model Draco (Firearm 6) that was used in a shooting on the same day. The OCSO recovered Firearm 6 two days after it was purchased. The firearm was recovered from someone

other than CATO.

7. On August 3, 9, and 13, 2021, CATO purchased three firearms (Firearms 2, 3, and 4). On October 3, 2021, CATO purchased a Glock model 21 (Firearm 7).

8. On October 13, 2021, CATO received a Springfield Armory XDM Elite (Firearm 8 and hereinafter “the Subject Firearm”) from Motor City Gun Works, located in the Eastern District of Michigan. He ordered the Subject Firearm online on October 7, 2021, from an Ohio based FFL called Sportsman’s Outdoor Superstore.

9. On November 8, 2021, CATO purchased a second Glock model 23 from Main Street Pawn (Firearm 9).

10. On November 18, 2021, ATF obtained a federal search warrant for CATO’s residence located at 1473 Circle Drive, Apartment 104, Pontiac, Eastern District of Michigan. On November 19, 2021, CGET executed the warrant. Upon entry, CATO and his girlfriend, Jacoya Williams, were located and detained in the living room. Agents and officers recovered the following items during the search:

- a. One black Apple iPhone, located on the bed of the apartment master bedroom, later identified as CATO’s cell phone;
- b. Numerous Michigan Pistol Sales Receipts (PSRs) for at least seven different firearms, all purchased by CATO from August

2021 to November 2021; and

- c. Of the seven PSRs, one PSR was for the Subject Firearm, purchased on October 13, 2021, from the FFL Motor City Gun Works Inc., located in Keego Harbor, Eastern District of Michigan.

11. CATO was advised of and waived his Miranda rights. CATO made the following statements (summarized):

- a. He rents out his firearms for a fee;
- b. He recently let someone borrow a Glock model 19 he purchased the previous weekend from Main Street Pawn in Pontiac, Eastern District of Michigan. [Note: Records from Main Street Pawn show CATO purchased his second Glock model 23 – Firearm 9 - on November 8, 2021, not a Glock model 19]. CATO immediately gave the firearm to someone the same day he purchased it. He received \$200 for the firearm, but he expected to get the firearm back;
- c. He rented out a different Glock model 23 (Firearm 5, see §6(b) above) the same day he purchased it from the FFL for \$50.00 a day. He never received the firearm back. To date, he had received approximately \$500.00 for this firearm;

- d. After he purchased a Century Arms Draco, Firearm 6 (see §6(c) above), he took it to a friend's house and left it there. He never got the firearm back. He indicated it was a similar situation as Firearm 5, above;
- e. He confirmed that renting his firearms out was like a business;
- f. Law enforcement likely recovered his firearms from his renters;
- g. If someone does not return his firearm, they will owe him the full amount of the firearm;
- h. There have been approximately four or five firearms he rented but were never returned;
- i. CATO paid for the firearms with money received from "EDD". Based on my training and experience, along with conversations with other Special Agents, I know that EDD is a reference to money for unemployment insurance provided by the California Employment Development Department;
- j. When asked how he received money for unemployment from California, CATO asked if we knew what "wire fraud" was; and
- k. CATO explained his process of how he obtained money from California, including how he accessed internet sites and purchased other people social security information.

12. On November 19, 2021, ATF Task Force Officer (TFO) Viverette went to FFL Motor City Gun Works Inc. to inquire about the Subject Firearm. TFO Viverette received the Firearm Transaction Record (ATF Form 4473) completed and signed by CATO during his purchase of the Subject Firearm. The FFL advised that the purchase was part of a chargeback and was considered not paid for.

13. Later that day, I received and reviewed the ATF 4473 completed by CATO when he received the Subject Firearm on October 13, 2021. An ATF Form 4473 is required for anyone who purchased or picked up a firearm from an FFL. Form 4473 inquires of the purchaser: “Are you the actual transferee/buyer of the firearm(s) listed on this form? Warning: You are not the actual transferee/buyer if you are acquiring the firearm(s) on behalf of another person. If you are not the actual transferee/buyer, the licensee cannot transfer the firearm(s) to you.” CATO answered “Yes”.

14. CATO signed his name certifying his answers were true, correct, and complete. CATO also signed his name where it stated, “I also understand that making any false oral or written statement, or exhibiting any false or misrepresented identification with respect to this transaction, is a crime punishable as a felony under federal law, and may also violate state and/or local laws.”

15. FFL Motor City Gun Works Inc. advised that the Subject Firearm was

part of a firearms transfer. The original point of sale was the Ohio based FFL Sportsman's Outdoor Superstore (Sportsman's). According to Motor City Gun Works, CATO provided the phone number xxx-xxx-2859 as his contact number when he took possession of the Subject Firearm from Motor City Gun Works.

16. After Motor City Gun Works released the Subject Firearm to CATO on October 13, 2021, Sportsman's Outdoor Superstore contacted Motor City Gun Works and asked them not to release the Subject Firearm to CATO. Sportsman's reported that CATO was not authorized to use the credit card that paid for the Subject Firearm and that there was a chargeback on the sale. According to Sportsman's records, on October 7, 2021, when CATO completed an online purchase of the Subject Firearm, he used a Capital One Bank credit card ending in 6531.

17. On October 20, 2021, Sportsman's Assistant Administrator Sarah West contacted CATO at the phone number xxx-xxx-2859. The individual on the other end of the call confirmed he was "Bryce". West informed CATO of the chargeback for the Subject Firearm he had picked up from Motor City Gun Works. West advised CATO that, due to the chargeback, they required payment for the Subject Firearm, or they would report the firearm as stolen. CATO indicated he understood and would call her back. CATO never called back. On October 22, 2021, when West attempted to contact CATO with the same number, the number

was disconnected. CATO has made no attempt to pay Sportsman's for the firearm.

18. On December 7, 2021, I contacted a Capital One Bank Fraud Investigator about the credit card ending in 6531. The investigator confirmed that Sportsman's transaction was charged back after the actual cardholder, "JB," reported fraud.

19. On December 7, 2021, I contacted JB. JB advised that the card was used without his authorization at Sportsman's. JB did not know his card was used to purchase a firearm. JB did not know a Bryce CATO and would not have authorized CATO to use his card.

20. In December of 2021, pursuant to a federal search warrant, I conducted a partial review of the forensic extraction taken of CATO's cell phone.

21. I observed phone number xxx-xxx-2859 (the number provided by CATO to the FFL Motor City Gun Works Inc.) was saved under the contact name "Jacoya". Based on the contact's name and content of the text conversations, Jacoya Williams, CATO's girlfriend, was the owner of the cellular device with contact number xxx-xxx-2859.

22. I reviewed photos and videos stored in CATO's cellular phone. On October 12, 2021, the phone was used to create a video that depicted a Springfield Armory semiautomatic pistol (the manufacturer and model of the Subject Firearm), removed from a pistol case, and laid out on a store display counter. The

video included the text “tmr” (tomorrow) superimposed over the video. Motor City Gun Works Inc. confirmed that CATO originally attempted to pick up the Springfield Armory on October 12, 2021, but did not complete the transaction until October 13, 2021. I also observed an image created on October 13, 2021, that depicted a manufacturer’s box, for the Subject Firearm, with paperwork inside of a vehicle.

23. While reviewing text conversations on CATO’s phone, I observed text conversations between CATO and a contact identified as “Big Sis”. On October 14, 2021, the day after CATO had picked up the Subject Firearm from Motor City Gun Works, CATO asked “Big Sis” to send him money. When “Big Sis” advised CATO that she can, but is aware that he keeps buying firearms, CATO advised that he had ordered the firearm a while ago, and that he only got it because it was the new Springfield 10mm.

24. In other text messages, CATO communicated about purchasing a firearm with other individuals, selling devices that converted semi-automatic firearms to automatic firearms, and complaining about people losing guns after getting “flicked.” In one text, dated September 13, 2021, CATO complained that he needed a firearm. In another, dated October 8, 2021, he states that ‘he has so many cases for guns, he can use the foam to sound proof [sic].”

25. I contacted ATF Interstate Nexus Expert Special Agent Jimmie Pharr

and provided a verbal description of the Subject Firearm purchased by CATO.

Based upon the verbal description, Special Agent Pharr advised that the Subject Firearm is a firearm as defined under 18 U.S.C. § 921, manufactured outside of the state of Michigan, and traveled in and affected interstate commerce.

26. Based on my training and experience, CATO is straw purchasing firearms; acting as the buyer of the firearm when he is actually buying the firearm for others. I draw this conclusion for the following reasons:

- a. Despite purchasing nine firearms between August 2, 2021, and November 19, 2021, no firearms were discovered at CATO's residence during the execution of the search warrant;
- b. Pistol sales receipts were found for not less than seven different firearms purchased between August of 2021 and November of 2021. None of those firearms were found in CATO's residence;
- c. Despite his claim of renting firearms as a business, CATO's post-*Miranda* statements show that four or five of the firearms he purchased were rented or loaned to others and never given back. This represents more than half of the firearms he purchased between August and November of 2021. It is unlikely CATO rents firearms as a business while losing half

of his inventory;

- d. Despite other messages related to firearms, a search of the phone revealed no communications about renting firearms. There are no communications from CATO requesting payment for renting out firearms, money for firearms that were rented and not returned, or even discussing the business of renting firearms. Additionally, during the execution of the search warrant, the ATF found no records, documents, ledgers, or notes related to CATO engaged in the business of renting firearms;
- e. Two of the firearms were used in a shooting on the same day they were purchased. One was used in a shooting eight days after it was purchased. Based on my training and experience, a straw purchaser commonly sells the firearm to the actual purchaser soon after the firearm is purchased from the FFL; and
- f. Based on my training and experience, CATO's post-*Miranda* statements are consistent with selling, more than renting, firearms. CATO admitted to not having four or five firearms returned, leaving a firearm at a friend's house, receiving \$200

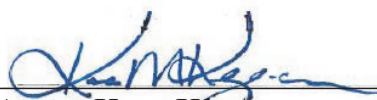
for a gun but expecting to have it returned, and that he believes the firearms recovered from law enforcement were from his “renters.”

CONCLUSION

27. Probable cause exists that, on or about August 2 (Firearm 1) and 23 (Firearm 5), 2021, and on or about September 7, 2021 (Firearm 6), CATO purchased three firearms that were (1) used in a shooting; and (2) recovered by the OCSO from someone other than CATO. When he purchased Firearms 1, 5, and 6, he represented himself as the actual buyer, when, in fact, he purchased the firearms for someone else, in violation of 18 U.S.C. § 922(a)(6).

28. Probable cause exists that, on or about October 13, CATO received and disposed of the Subject Firearm, which was shipped through interstate commerce, knowing or having reasonable cause to believe the firearm was stolen, having fraudulently used another person’s credit card without permission, in violation of 18 U.S.C. 922(j).

Respectfully submitted,



Special Agent Kara Klupacs
Bureau of Alcohol, Tobacco, Firearms and
Explosives

Sworn to and subscribed before me
and/or by reliable electronic means.

A handwritten signature in blue ink, appearing to read "A.P. Patti", is positioned above a horizontal line.

HON. ANTHONY P. PATTI
UNITED STATES MAGISTRATE JUDGE

Dated: January 13, 2022